



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR PURCHASES FROM
\$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 5, 2007	QUOTE DUE BY (DATE AND TIME): APRIL 17, 2007 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: BEST DATE	QUOTATION #: D607-123-RW THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: TERRI MOUNT 314-301-1431
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437		Delivery Locations: OPERATIONS COMPLEX 2309 BARRETT STATION RD BALLWIN, MO 63021

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
1	Ea	Trailer Mounted 45kVA Diesel Generator (Portable Emergency power System)			
		Product to meet or exceed the attached specification. Indicate on specification page by paragraph "meets or does not meet" and identify any exceptions to the specification, and return with submission.			
		Indicate Product Model being quoted:			
		<i>A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that identifies the company name that is registered to do business in the State of Missouri.</i>			
TOTAL ORDER EXTENSION					

VENDOR NAME:

FEDERAL ID #

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:									
Printed Name and Title of Responsible Officer or Employee:	Signature:									
<p>Is your company registered/certified with the State of Missouri as a (please circle):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">NO</td> <td style="width: 40%; text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="width: 30%; text-align: center;">YES</td> </tr> <tr> <td>NO</td> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> </tr> </table> <p>Would your company like information on becoming a registered/certified MBE/WBE vendor?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%; text-align: center;">YES</td> <td style="width: 15%; text-align: center;">NO</td> </tr> </table>		NO	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES		YES	NO
NO	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES								
NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES								
	YES	NO								

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00

p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- C. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Bidder/Offeree understands that this project involves state funds and the Bidder/Offeree awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal

laws and regulations related to the performance of the contract.

- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- C. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed

in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #_Per attachments__ and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

before starting delivery.

- 1) Notification should be during the normal work day preceding the day on which the Contractor desires to initiate delivery.
- 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.

- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motorgraders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.
- b. divided by the number of days used to deliver the material. The weighted average bid price per ton is the total value of the award divided by the total tons per award.
- c. No incentive for accelerated delivery will be paid to a Contractor who is being charged liquidated damages on any item in the same award.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.

- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Basis of Measurement for Payment

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4** of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto.
 - 1) Measurement will be to the nearest **100 lbs.** for each load when the measurement is by weight.
 - 2) Moisture tests will be rounded off to the nearest **0.5 percent** for purposes of computing the deduction for excess moisture.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel therefrom.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder’s attention is directed to Section 34.076 RSMo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:
State in which incorporated _____

FOR OTHERS:
State of domicile _____

FOR ALL BIDDERS:
List address of Missouri offices or places of business

(MUST BE COMPLETED AND SIGNED)

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____

NOTE: For bid to be considered, the attachment entitled “Preference in Purchasing Products” must be on file in this office and ust be dated in the current calendar year.

PORTABLE EMERGENCY POWER SYSTEM

Trailer Mounted 45kVA Diesel Generator

PART 1.00 GENERAL

This specification outlines the requirements for providing a complete, operable and tested mobile diesel engine generator similar to or an approved equivalent as described below and as manufactured by MQ Power. The portable generator shall be sound attenuated with a self-contained fuel system and voltage changeable distribution. Equipment and materials shall be of current design and ready for delivery, connection and operation.

The engine shall be equipped with the necessary devices to meet current EPA regulations for the operation of a portable diesel generator. In addition, the engine generator shall have been factory tested to ensure reliable operation at rated power.

The generator supplier shall have available factory test results and factory published Operators Manual for the engine-generator set. The engine shall be filled with crankcase lube oil and radiator coolant as recommended by the engine manufacturer and/or as specified herein.

The engine generator set shall have posted operating instructions near the control panel and operating devices. Warning placards shall be visible at locations of customer access, to live voltage parts and other electrical connection points.

APPLICABLE DOCUMENTS

The following documents shall apply to the specified equipment.

NEMA MG1	Motors and Generators
EGSA 100	Performance Standard for Engine Generators
JIS	Performance Standard for Engine Generators
JES	Electrical Performance Standards
SAE	Society of Automotive Engineers

PART 2.00 EQUIPMENT

MANUFACTURING STANDARD

Subject to compliance with requirements, provide a portable, sound attenuated, diesel engine generator as similar to or an approved equivalent as manufactured by MQ Power, with certifications and tests.

The generator supplier shall be capable of providing equipment as specified, maintaining service parts inventory and service.

RATINGS

The portable sound attenuated generator set shall be as similar or approved equivalent to product model MQ Power model DCA-45SSIU, rated for continuous, Prime Power operation at 36 KW, 45 KVA, 0.80 P.F., 3 phase 4 wire, 60 Hz. The following manually selectable voltages shall be available:

- 277/480V, 3-phase, 4-wire
- 139/240V, 3-phase, 4-wire
- 120/208V, 3-phase, 4-wire
- 120/240V, 1-phase, 3-wire

In addition, the following performance ratings shall apply:

- Frequency regulation shall not exceed $\pm 5\%$ under varying loads from no load to full load.
- Frequency variation shall not exceed $\pm 0.5\%$ from no load to full load.
- Voltage regulation shall not exceed $\pm 1.5\%$ from no load to full load.
- Voltage variation shall not exceed $\pm 0.5\%$ from no load to full load.
- Telephone influence factor shall be less than 50.

The generator set shall be capable of picking up 100% load in one step in accordance with NFPA 110.

The sound level shall not exceed 65dB(A) @ 23 feet at full load operation.

ENGINE AND EQUIPMENT

The diesel engine shall be 4-cycle, direct connected to the generator by a semi-flexible coupling and both shall be mounted on a common sub-base. The engine shall have sufficient power to produce the specified rating when operating at generator synchronous speed with all accessories required for normal operation including exhaust, fuel, cooling, and battery charging systems. The engine, with attached cooling system and the generator shall be mounted on the sub-base with heavy duty, resilient mounts that provide vibration isolation. The engine shall be EPA certified for Mobile Off-Highway use and the supplier shall make available, the Federal EPA Certificate of Conformance to substantiate certification.

Maximum engine speed shall be 1800 RPM. The complete diesel engine generator set shall be free of critical speeds from either a major or minor order, and torsional vibrations from 10% below idling to 10% above synchronous speed. Engine shall be equipped with protective controls and sensors for shutdown for low oil pressure, high temperature and overspeed.

The engine shall be equipped with a fuel system suitable for operation on No. 2 diesel fuel oil meeting the requirements of ASTM-975. The fuel system shall include an engine driven transfer pump and replaceable filters.

The engine driven fuel pump shall be positive displacement and capable of providing 110% of the prime power rating

with all filtering equipment in operation.

The engine shall be equipped with a positive displacement, full pressure, lubrication oil pump with full flow replaceable spin-on canister oil filters and a dipstick. Provide replaceable dry element air cleaner with restriction indicator. Provide engine-mounted battery charging alternator, 35 ampere minimum and solid-state voltage regulator.

Provide mechanical engine speed governor. Frequency regulation shall not exceed $\pm 5\%$ under varying loads from no load to full load. Frequency variation for constant loads shall not exceed ± 0.5 percent of rated speed.

The cooling system shall include a belt-driven pusher fan and water pump, and a thermostat for temperature control. The cooling system shall be rated for full rated load operation in 95° F ambient conditions. Guard rotating parts against accidental contact. Cooling system shall be filled with minimum 50% mixture of coolant/anti-freeze. Include coolant overflow tank level for monitoring coolant level.

Provide thermostatically controlled, tank type, jacket water heater for quick starting. Jacket water heater shall be rated 120VAC, 1000 watt. The heater AC input shall be connected to a NEMA 5-20P flush mounted male input plug located on the generator receptacle panel.

ENGINE STARTING SYSTEM

Provide a solenoid operated positive engagement gear driven electric starter for operation on

12 Volts DC. Provide automatic cranking controls with three crank attempts with rest periods in between. Failure to start, after three cranking attempts, shall shut down and lockout the engine control.

Provide 12 VDC lead acid battery system with sufficient capacity to provide 100 seconds cranking. Insulated stranded copper conductors shall connect the battery to the generator starter. Battery shall be mounted in a corrosion resistant tray with hold-downs to secure the battery.

Provide a UL Listed battery float charger with a minimum ampere rating of 3A, 12VDC output, 120VAC input. Charger shall be automatic voltage regulated within 1% of the correct temperature compensated value from no load to full load. Boost charging shall be automatic. Include AC and DC fuses protection and a DC charge ammeter. The charger shall be mounted inside the generator enclosure and the AC input shall be connected to a NEMA 5-20P flush mounted male input plug located on the housing exterior.

GENERATOR

The generator shall be three phase, 60 hertz, single bearing, four pole-revolving field, drip-proof, and air-cooled. The rotor shall have amortisseur windings and be dynamically balanced. Generator windings shall be re-connectable with a manual selector switch providing the following voltages:

- 277/480V, 3-phase, 4-wire
- 139/240V, 3-phase, 4-wire
- 120/208V, 3-phase, 4-wire
- 120/240V, 1-phase, 3-wire

The insulation system shall vacuum impregnated with a second finish of epoxy varnish that is fungus resistant. The temperature rise for rotor and stator at full load shall not exceed the allowable temperature use for Class F insulation.

THD shall not exceed 5% of rated voltage at full load and no single harmonic shall exceed 3% of rated voltage at full load.

The excitation system shall be brushless utilizing full wave silicon diodes with surge and excitation overload protection. The excitation system shall be powered by a three phase, open delta design for maximum motor starting capability and isolation from non-linear loads. Provide permanent magnets in the construction for rapid voltage build up and sustained 300% short circuit current. Electronic current boost methods or CT boost methods are not acceptable.

The voltage regulator shall be of solid-state construction and temperature compensated. Voltage regulation from no load to full load shall not exceed $\pm 1.5\%$. Regulator shall utilize pulse width modulation and be capable of performing in the presence of non-linear loads. The regulator shall be volts/hertz with frequency compensation to allow frequency to decline in an adjustable manner before correcting the output voltage in a linear manner.

ENGINE GENERATOR CONTROL PANEL

The engine generator control panel shall be an integral part of the generator housing to completely isolate it from engine vibration. The panel shall be recessed into the housing with sealed construction and a gasketed door with viewing window for splash proof operation. All switches, lights, and other devices shall be clearly labeled on the panel face.

Provide a three position panel mounted switch (STOP-MANUAL-AUTO) to stop the engine in the STOP position, start and run the engine in the MANUAL position, and allow the engine to start and run by closing a remote contact and stop by opening the remote contact in the AUTO position.

Provide the following panel mounted accessories:

- 2-wire control for Auto Start-Stop operation
- Panel lighting with ON/OFF switch.
- Running time meter in hours and tenths of hours
- Voltage adjustment rheostat $\pm 15\%$
- Engine idle switch
- Engine pre-heat switch

Provide flush mounted analog meters (2%) for the following:

- AC ammeter
- Phase Selector switch shows phase amperage
- AC voltmeter
- Phase Selector switch shows phase voltage
- Frequency meter

Provide engine indicating meters and devices:

- Water temperature gauge
- Oil pressure gauge
- DC charge meter

Controls shall shut down and lock out the engine upon:

- Low oil pressure
- High engine temperature
- Over current of generator

POWER OUTPUT CONNECTIONS

Provide UL489 listed, molded-case, thermal magnetic circuit breaker, rated 110 amperes, located in control panel dead front behind removable cover. The circuit breaker shall be sized to operate at the highest rated ampacity (Low Wye voltage). A dedicated, UL listed, inverse time delay, over-current relay shall be provided to monitor and protect alternator output, at the lowest rated ampacity (High Wye voltage). In the event of an overload or short circuit, the over-current relay shall activate the circuit breaker shunt trip and open the circuit breaker. The over current relay shall be factory set and tested prior to shipment. Output shall be cable connected to a rotary voltage selector switch for manual voltage selection. The voltage switch shall be mounted inside the generator housing with a barrier assembly including a screw cover access. The voltage switch handle shall clearly indicate the voltage positions and shall be lockable.

Provide a customer entry panel as part of the generator housing. The customer panel shall be an integral part of the generator housing to completely isolate it from engine vibration. The panel shall be recessed into the housing with seamless construction with a hinged cover to shield interior from falling water. The bottom of the customer panel area shall be sloped downward for cable entry and to eliminate water accumulation.

The panel shall contain three, 50A-240V twist lock female receptacles and two, 120V single-phase duplex NEMA 5-20R GFCI receptacles. The 50A receptacles shall be activated in the 120/240V single-phase position only. The GFCI convenience receptacles shall be energized regardless of the voltage connection. All receptacles shall be flush mounted and shall be individually protected with UL listed circuit breakers flush mounted within the panel area and clearly labeled which breaker feeds which receptacle. In addition, the panel shall contain the flush mounted male plugs for the AC input power to the water jacket heater and battery charger.

Provide power output terminal area above the receptacle panel with flexible rubber shields to separate the terminal area from the customer entrance panel. The terminal area shall be behind a separate door interlocked with the main access door for locking provisions. Cable entrance to power terminals shall be through the customer entrance panel. Mechanical lugs shall be provided for each phase, neutral and ground. The terminal lugs shall be shielded from accidental contact by a clear, Plexi-glass cover secured with cap screws. Connection diagrams for the various voltage selections and safety placards shall be clearly displayed.

HOUSING

The engine generator set and all components shall be enclosed in a factory fit sound attenuated housing with access doors on each side and a door over the control panel. The housing shall be designed so the exhaust system is contained within the enclosure and both the radiator and exhaust discharge vertically in the same duct.

The doors shall be arranged so all filters, battery, water jacket heater and other maintenance items can be easily accessed. The control panel door shall have a Plexiglas window for unobstructed viewing of the engine control panel. All doors shall be gasketed and the handles shall be recessed latching type with provisions for pad locking. The enclosure shall be equipped with a single point lifting bail on the top.

The exterior shall be treated with a zinc phosphate process prior to a multi-coat, electro-deposition paint process for

priming and the finish coatings. The interior of the housing and all intake and discharge ducts shall be lined with sound absorbing, high temperature foam, per UL94 standards. The housing and exhaust system shall be designed to limit the noise level to 65 dB(A) at 23 feet when operating at full rated load.

EXHAUST SYSTEM

The exhaust system shall be designed so that the muffler is mounted inside the housing, completely concealing all components. Exhaust components mounted on the outside the housing is not acceptable. Provide critical silencer as recommended by the generator set manufacturer to meet overall specified sound level and size to assure full load operation without exceeding the engine manufacturer's recommended back pressure. Provide steel flexible connection between the engine and exhaust line as required for pipe expansion and contraction.

FUEL STORAGE SYSTEM

The engine generator shall be fitted with a factory installed, in-housing, fuel tank with a minimum capacity of 26-gallons, which can be used to provide fuel for the engine generator when removed from the trailer assembly. When mounted on the trailer, the unit shall be provided with a 53-gallon in-trailer fuel tank. The two tanks shall be plumbed together to provide a minimum fuel capacity of 79-gallons. The trailer tank shall be steel and all penetrations shall be on top of the tank only. Tank construction shall include interior baffles to contain fuel oscillations when in transit. Provide properly sized flexible fuel lines for supply and return and a drop tube for fuel pick-up. Galvanized or copper components shall not be allowed.

TRAILER

Trailer shall be low center of gravity, low bed type with tandem axle, towing coupler, and screw jack. The trailer shall meet or exceed the following specifications:

- | | |
|-------------------|--|
| ▪ Axle Capacity | Sized by the trailer manufacturer to meet full GVWR requirements |
| ▪ Number of Axles | Two |
| ▪ Suspension | Torsion or Leaf Spring Type |
| ▪ Jackstand | 5,000 lbs. |
| ▪ Brakes | Surge Hydraulic on all axles |
| ▪ Note: | Electric brakes shall be provided if required by federal, state or local codes |

Trailer shall be equipped with highway legal fenders and a front adjustable leveling stand with footpad. Unit shall be wired, 12-volt, to comply with Federal highway laws.

Tire and wheel size shall be OEM type; sized per the trailer manufacturer to meet the full load GVWR requirements of the trailer with generator, fuel tank, fuel and all loaded accessories.

Coupler shall be 2-inch ball type.

Provide safety chain and breakaway cable to meet D.O.T. requirements. Safety chain shall be anchored to the trailer by use of a loop of cold-rolled steel, or equivalent solid connection. It shall be lap-welded, not butt-welded, to the trailer. Connection of the chain to the loop shall be a double-clevis connecting link for use on trailer safety chains and shall

have a strength rating at least equal to the chain. Connection of the chain to the tow vehicle shall be a 1/4 inch latching clevis-type hook for use on trailer safety chains with a strength rating equal to the chain.

All bolts shall be minimum SAE Grade 5 or SAE Grade 8 where applicable and shall be easily identifiable. All nuts used for load bearing structural applications, unless otherwise specified shall be SAE stover (top lock) grade "B" lock nuts. Only flat washers shall be used with lock nuts. Lock Tite shall be used on any bolts that are torqued into a blind hole. All fasteners shall allow accessibility using standard mechanics tool.

Trailer lighting shall conform to the latest edition of the Federal Motor Vehicle Safety Standard (FMVSS) No. 108. Provide individual stop and directional tail lamps, each with running lights. Provide license plate holder and light. The wiring shall be securely attached to substantial supports along its entire route. At no time shall the route come near to or be a part of any heat source, exhaust system or exhaust support. Where installed wiring is required to pass through any body panel or partition, the wiring shall be protected with an insulating grommet at the point of passage.

Trailer connector shall be 4-pin, suitable for use with surge hydraulic brakes. All terminal and connectors shall conform to SAE standards. All low-tension primary cable shall be color coded in accordance with SAE J-1128 as follows:

- White Ground connection
- Black Clearance, marker, running and tail lights
- Yellow Left turn indicator lights
- Green Right turn indicator lights
- Note: Provisions for connection of electric brakes shall be provided if required by federal, state or local codes.

Trailer shall be painted black and comply or conform to federal requirements. Prime coat trailer and any areas susceptible to corrosion. Prime coat must be compatible with finish top coat and applied as per manufacturers recommendations.

PART 3.00 EXECUTION

DELIVERY AND HANDLING

Deliver equipment properly packaged and mounted to facilitate handling. Deliver with recommended lube oil and coolant installed.

Handle equipment carefully to prevent physical damage. Do not install damaged equipment; remove from site and replace damaged equipment with new.

GROUNDING

Provide equipment grounding connections and material for the diesel generator in accordance with NFPA 70 for a separately derived system. Tighten connections to comply with tightening torques specified in UL 486A to assure permanent and effective grounding.

PRODUCTION TESTS

Provide certified factory production tests on the equipment performed at rated load.

Tests shall include:

- Steady-state voltage and frequency analysis
- Rated load at rated PF
- Maximum power analysis

PARTS AND OPERATIONS MANUALS

Provide three (3) sets of O&M manuals and/or CD's at time of generator shipment. Manuals shall be shipped in suitable 3-ring binders with manufacturers name, address, phone number and points of contact included. Include sales, parts department, service department and emergency (off hours) phone number.

TRAINING

The successful bidder shall provide four (4) hours of complete training for the provided generator. This will include general maintenance, start up procedures, single and three phase operation at a MoDOT facility with the available generator receptacles for emergency power.

WARRANTY

The entire engine-generator assembly shall be covered by a manufacturer's express written warranty, not less than two (2) years from the date of final installation by end-user. The written warranty shall be included with the O&M manuals.

End-Of-Section